

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION**

COMPASS GROUP USA, INC.,
by and through its
CANTEEN division,
2400 Yorkmont Road,
Charlotte, North Carolina 28217

Plaintiff

v.

GOGREEN FARMS, INC.,
GOGREEN FARMS LLC,
5401 Virginia Regional Drive, Suite C,
Suffolk, VA 23434-8497

GOGREEN FARMS AND
GREENHOUSES, INC., AND
5107 Moreland Street,
Suffolk, VA 23435-2378

GGFG, INC.,
5844 Churchland Road,
Portsmouth, VA 23703-3311

Defendants.

Case Number:
JURY DEMANDED

COMPLAINT

Plaintiff, Compass Group USA, Inc., by and through its Canteen division, files a Complaint against Defendants, GoGreen Farms, Inc., GoGreen Farms and Greenhouses, Inc., GoGreen Farms LLC and GGFG, Inc., (collectively “GoGreen”) and in support thereof avers the following:

PARTIES

1. Plaintiff, Compass Group USA, Inc. (“Canteen”), is a Delaware corporation with a principal place of business located at 2400 Yorkmont Road, Charlotte, North Carolina 28217.

2. Defendant, GoGreen Farms, Inc., is a Virginia corporation with a principal place of business located at 5401 Virginia Regional Drive, Suite C, Suffolk, VA 23434-8497.

3. GoGreen Farms and Greenhouses, Inc. is a Virginia corporation with a principal place of business located at 5107 Moreland Street, Suffolk, VA 23435-2378.

4. Defendant, GoGreen Farms LLC is a Virginia limited liability company with a principal place of business located at 5401 Virginia Regional Drive, Suite C, Suffolk, VA 23434-8497.

5. Defendant, GGFG, Inc., is a Virginia corporation with a principal place of business located at 5844 Churchland Road, Portsmouth, VA 23703-3311.

JURISDICTION AND VENUE

6. This Court has original jurisdiction over the parties pursuant to 28 U.S.C. § 1332(a)(1) because Plaintiff and Defendants are citizens of different states and the causes of action alleged herein are in excess of \$75,000.

7. Venue is proper in the Eastern District of Virginia pursuant to 28 U.S.C. § 1391(b) because the Defendants have their principal places of business in this District and the facts giving rise to this dispute occurred in this District.

GENERAL ALLEGATIONS

8. In the Spring of 2021, Canteen was contacted by an entity that held itself out as “GoGreen” and was requested to supply box lunches to GoGreen as part of GoGreen’s school lunch program.

9. At various times and through various communications, Defendants indicated that “GoGreen” was the trade name collectively of GoGreen Farms, Inc., GoGreen Farms and Greenhouses, Inc., GoGreen Farms LLC and GGFG, Inc.

10. Although the agreement between Canteen and GoGreen was oral and not reduced to writing, the relevant terms of the contract between the parties were that Canteen would provide services to prepare and supply box lunches to GoGreen and GoGreen would remit payment to Canteen.

11. Canteen provided all of the requested services to GoGreen and otherwise performed all of its obligations under the contract in full.

12. Canteen invoiced GoGreen a total of \$498,951.52 and GoGreen made payments to Canteen totaling \$167,154.23.

13. Accordingly, a balance of \$331,797.29 remains due, owing and unpaid from GoGreen to Canteen.

14. GoGreen, through its employees and its attorney, repeatedly and regularly promised to pay the remaining balance of \$331,797.29 to Canteen in exchange for Canteen forbearing from filing suit against GoGreen.

15. Specifically, on December 1, 2021, Canteen and GoGreen agreed that \$331,797.29 was due and owing from GoGreen to Canteen and would be repaid by GoGreen to Canteen by way of the following schedule: (a) \$50,000 on or before December 3, 2021; (b) \$100,000 on or before December 15, 2021; (c) \$60,599.10 on or before January 1, 2022; (d) \$60,599.10 on or before February 1, 2022; and (e) \$60,599.10 on or before March 1, 2022.

16. GoGreen, however, did not make any payments to Canteen.

COUNT I – BREACH OF CONTRACT

17. Canteen incorporates by reference paragraphs 1-16 as if fully set forth herein.

18. Canteen and GoGreen entered into a valid and binding contract whereby Canteen would supply boxed lunches to GoGreen in exchange for payment.

19. Canteen performed fully in accordance with the contract between the parties.

20. GoGreen breached the contract and did not pay Canteen in full such that the amount of \$331,797.29 is due and owing from GoGreen to Canteen.

21. Moreover, Canteen and GoGreen entered into a valid and binding contract whereby Canteen would refrain from filing suit against GoGreen, and GoGreen would pay the following amounts to Canteen on the following dates: (a) \$50,000 on or before December 3, 2021; (b) \$100,000 on or before December 15, 2021; (c) \$60,599.10 on or before January 1, 2022; (d) \$60,599.10 on or before February 1, 2022; and (e) \$60,599.10 on or before March 1, 2022.

22. GoGreen, however, breached that agreement and failed to make any of the required payments.

23. As a result, Canteen has suffered damages in the amount of \$331,797.29.

COUNT II – UNJUST ENRICHMENT

24. Canteen incorporates by reference paragraphs 1-16 as if fully set forth herein.

25. In the alternative, pursuant to F.R.C.P. Rule 8(d)(2), if no valid and binding contract between GoGreen and Canteen existed, then Canteen provided services to GoGreen with a total value of \$498,951.52, for which Canteen reasonably expected payment.

26. GoGreen was aware of Canteen's expectation to be paid for its services and accepted those services without objection, but paid Canteen only \$167,154.23.

27. GoGreen received a substantial benefit as a result of Canteen's services.

28. Therefore, GoGreen owes Canteen the sum of \$331,797.29.

29. It would be inequitable and unjust for GoGreen to keep the sum of \$331,797.29 without compensating Canteen.

COUNT III – QUANTUM MERUIT

30. Canteen incorporates by reference paragraphs 1-16 as if fully set forth herein.

31. In the alternative, pursuant to F.R.C.P. Rule 8(d)(2), if no valid and binding contract between GoGreen and Canteen existed, GoGreen requested Canteen provide services to it in the form of preparation and packaging of box lunches as directed by GoGreen.

32. Canteen provided the requested services to GoGreen as directed.

33. Canteen reasonably expected to be paid for its services.

34. GoGreen was fully aware of Canteen's expectation to be paid for its services and accepted those services knowing that Canteen expected to be paid.

35. GoGreen received a substantial benefit as a result of Canteen's performance of its services.

36. GoGreen has failed to compensate Canteen for the full, reasonable value of the services Canteen provided.

37. As a result of GoGreen's failure to fully compensate Canteen, Canteen has been damaged in an amount not less than \$331,797.29.

PRAYER FOR RELIEF

WHEREFORE, Compass Group USA, Inc., by and through its Canteen division, respectfully demands judgment against GoGreen Farms, Inc., GoGreen Farms and Greenhouses, Inc., GoGreen Farms LLC and GGFG, Inc., jointly and severally, as follows:

- (a) for \$331,797.29 representing the principal amount due under the terms of the contract between the parties or, in the alternative, the value of services provided for which payment has not been provided; and

(b) for reasonable attorneys' fees, cost of suit, and any other relief that the Court deems just and proper.

JURY DEMAND

Plaintiff hereby respectfully demands a trial by jury on all triable issues.

DATED this 28th day of January 2022. Respectfully Submitted,
Compass Group USA, Inc.



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